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**P. NESSANA 56: A GREEK-ARABIC CONTRACT
FROM EARLY ISLAMIC PALESTINE AND ITS
CONTEXT**

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**P. NESSANA 56: A GREEK-ARABIC CONTRACT FROM EARLY ISLAMIC
PALESTINE AND ITS CONTEXT***

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Abstract This paper explores the content and context of a papyrus (no. 56) from Nessana (modern Nitzana) that contains a contract between a Christian cleric named Kyrin and a certain al-Aswad ibn ‘Adi. The document sets out the conditions for the release of Kyrin’s son from al-Aswad for a payment of money and guarantees the absolute freedom thereafter of both the son and the father.¹ The text is bilingual inasmuch as two languages are involved, Arabic and Greek, but the Arabic is only a summary of the Greek text, not a translation of it. It is presumably the presence of al-Aswad ibn ‘Adi that has required the inclusion of an Arabic précis and, though his name is not religiously specific, there is a strong likelihood that al-Aswad belonged to the ranks of the new conquerors and was probably a Muslim.

Keywords Nessana, papyri, Christian-Muslim, debt-bondage, unfree, *paramone*

For the purposes of analyzing the content and context of P. Nessana 56, the papyrus that is the subject of this article, I will first give the translation of the Greek and Arabic portions.² The former is complete and generally clear, but the latter has many lacunae; in the interests of promoting discussion, I

* I am very grateful to the Israel Antiquities Authority for allowing me to publish the 1936 photograph of this papyrus (numbered 13306). I would also like to thank Petra Sijpesteijn, Dana Sajdi, Mehdy Shaddel and Naïm Vanthieghem for discussing this text with me.

¹ One might think that “son” is used in this papyrus in the sense of spiritual son; however, though possible, this is not necessary, as in eastern regions of the late Roman Empire priests commonly married. Note that the Christian witness to P. Nessana 56, Sergius son of George son of Patrick, signs himself as “priest” in P. Nessana 57. See further Ruffini, “Village life,” esp. pp. 210-215.

² For the translation of the Greek text, I rely on that given by the first editor of P. Nessana 56, Caspar Kraemer, in his *Excavations at Nessana III*, pp. 158-160. The translation of the Arabic text is my own, which differs somewhat from that published by Dr. F.E. Day in *ibid.*, pp. 158-159 (see Appendix below).

will here supply a plausible reading for the missing parts based on comparison with the Greek text and with comparable Arabic papyri, but will place in square parentheses readings that are uncertain. This approach will facilitate understanding of the text and also serve to highlight the similarities and differences between the Greek and Arabic sections. In the appendix to this article, I present my edition and annotated translation of the Arabic part of the papyrus, which gives full analysis and commentary.

The Text (see fig. 1)

Invocation

Arabic (line 1): In the name of God the Merciful the Compassionate

Greek: In the name of God

Action

Arabic (lines 1-3): This is what has confirmed al-Aswad b. ‘Adī. [He has confirmed that Father Kyrin has redeemed his son] for fifty *dīnārs*, and he (al-Aswad) has given as charity (*ṣadaqa*) to him twenty *dīnārs* [and so Father Kyrin paid to al-Aswad in total] thirty *dīnārs*.

Greek: This is (to confirm) that Father Kyrin has redeemed (*elytrōsato*) from al-Aswad b. ‘Adī his son for fifty dinars. Of these solidi, twenty al-Aswad gave as charity (*eucharisato*) to Father Kyrin, and thirty solidi Father Kyrin paid as full settlement (*eplerōsen*) to al-Aswad b. ‘Adī.

Guarantee

Arabic (lines 3-4): He (al-Aswad) has stipulated (*sharaṭa*) without restriction that his (Kyrin’s) son is given authority over himself, against any (constraining) things, to roam [lawfully].

Greek: Al-Aswad b. ‘Adī has agreed with Father Kyrin concerning the latter’s son: He, the father, has authority (*exousian*) to go away anywhere he has the desire to go and al-Aswad has no authority over him on account of his, Father Kyrin’s, son in any matter great or small. The son himself has authority over

his own life wherever he goes in that no man — neither I, al-Aswad, nor my heirs (*klēronomoi*) and successors (*diadochoi*) — has any claim against him.

Witnesses

Arabic (lines 5-6): There has witnessed (*shahida*) Yazīd b. Fāʿid, Haytham b. Rabīʿ, ʿAbd al-Raḥmān b. ʿUwaydh and Saʿīd b. []³

Greek: I, Sergius son of George son of Patrick, bear witness to the aforesaid.

Scribe and date

Arabic (line 6): There wrote (*kataba*) [] in the year sixty-seven *snt*.⁴

Greek: Written by my hand: Father George son of Victor, on the third of the month of Peritios of indiction 15, year 581 of the era of Elusa (= 18 January 687 CE).

The parties to the contract

The three persons mentioned in the main body of the text do not feature in any of the other papyri of Nessana. Al-Aswad ibn ʿAdī could be a local resident, since his name is not overtly Muslim and so does not demonstrably link him to the new Arab Muslim rulers. However, it is surely the presence of al-Aswad that has necessitated the use of Arabic in addition to Greek in this document, and that makes it very likely that he is indeed a member of the new ruling elite and probably a Muslim (note that the Arabic section begins with the *basmala*).⁵ One of al-Aswad's witnesses is a certain ʿAbd al-Raḥmān b. ʿUwaydh, whose name suggests he is a Muslim, and another is Yazīd b. Fāʿid, who features in P. Nessana 77v as some sort of government agent (*ʿāmil*) clearly distinguished from “the people of Nessana”. It is, therefore, likely that al-Aswad belongs to this official cadre as well. Father Kyrin and his son are presumably connected with one of the churches of Nessana, as is implied by the scribe and witness who act for them: George son of Victor and Sergius son of George son of Patrick respectively. The former is referred to

³ I will not deal with it here, but it is perhaps significant that the Arabic part is witnessed by four persons (in accordance with Arabian/Ḥijāzī/Islamic law?) and the Greek part by only one.

⁴ See the appendix below for discussion of the sense of the final word of this line.

⁵ Though it is true that there were Arab Christians in senior positions in the Umayyad regime; see Kennedy, “Syrian elites,” esp. pp. 194–198, and Lammens, *Etudes*, esp. chapters XV and XIX–XXI.

as an archdeacon in P. Nessana 57, and the latter belonged to a family that had been priests and abbots of the church and monastery of Saints Sergius and Bacchus at Nessana for over a century.

The circumstances

The basic storyline in this papyrus is that Father Kyrin is paying money to release his son from al-Aswad, to whom he has been tied in some manner. Al-Aswad accepts the money, foregoes a portion of it as charity, and guarantees that both Father Kyrin and his son now have the right to go wherever they want and that neither he nor his heirs or successors have any further claim over them. We can infer from this that the son had not been free to go his own way before this time and that it was his father's payment that released him. Unfortunately, we are not told what had led to Father Kyrin's son's unfree state, which makes it difficult to determine the exact nature of P. Nessana 56, but payments made for a person's release (that are not a ransom payment) fall into two main categories: manumission (of a person who had been a slave) or settlement of a loan or debt (so releasing the person who had been pledged, pawned or leased in respect of monies received or debts owing).

Payment for Manumission

The first person to study this papyrus, M. Schwabe, argued that it concerned the payment of a fee by Father Kyrin to al-Aswad for manumission of his son. Schwabe claimed that the document had many similarities with Greco-Roman manumission documents, but maintained that the remission of a part of the manumission payment was of "Arab" origin, referencing Shāfi'ī law.⁶ Such a remission of the manumission fee was in fact part of Islamic law more broadly, usually with reference to Qur'ān 24:33 ("give them [the slave that seeks manumission from you] something from the wealth that God has given you"). Patricia Crone concurred with Schwabe, describing P. Nessana 56 as an example of "paramonar manumission".⁷ She was referring here to the Greek term *paramonē* (literally "remaining with"), which was a very widespread and long-lived institution in both the ancient Near East and the

⁶ Schwabe, "Writ of manumission," pp. 224-235.

⁷ Crone, *Roman, Provincial and Islamic law*, p. 65.

Greco-Roman world. It designated a type of contractual arrangement whereby a person who was unfree (whether permanently or temporarily) remained with the one to whom he/she was obligated, providing labor/services for a fixed period or until an agreed payment for release had been made. Most paramonar contracts were used in one of two main contexts: either manumission (a slave receives freedom on condition of future service and/or payment) or surety/debt-repayment (a free person temporarily gives up his/her freedom to stand as surety or to work to pay off a debt or the interest on a loan).

More specifically, Crone considered P. Nessana 56 to be a document that gave Father Kyrin's son early release from the conditions of service that had been stipulated in a prior paramonar contract between him and al-Aswad. The technical term for this was "premature *apolysis*", which "consisted in letting the freedman go before his paramonar obligations had been completely fulfilled, on the model of Ibn 'Umar: Ibn 'Umar freed a slave of his, stipulating that he should serve him for two years. So he (sc. the freedman) worked as his shepherd for part of a year, whereupon he came to him with his horses, either during the pilgrimage or else during the *'umra*. 'Abd Allāh (b. 'Umar) said to him: 'I have renounced the condition I imposed on you; you are free and owe no labor'".⁸ Crone does not state why she thinks that Father Kyrin's son was being released early when there is no direct reference to that in the papyrus, but it seems to be because she considers al-Aswad's remission of part of Father Kyrin's payment to be an indication of a charitable act by al-Aswad, which she takes to be the early release of the son.

In general, Crone is seeking to show that the Islamic form of manumission, the contract for which was known as *kitāba* in our sources, "is simply an Islamic version of manumission with *paramonē*" that was common in the Greco-Roman period.⁹ This may be the case, but there seems to be no grounds for including P. Nessana 56 as support for this. Nothing suggests that the son had been in a condition of slavery or had subsequently been given freedom from an enslaved state (the words "slave" and "freedom" do not feature at all in the text). For this reason, Westermann and Falenciak, in

⁸ *Ibid.*, p. 72.

⁹ *Ibid.*, p. 73; though Crone asserts (*ibid.*, p. 145 n. 100) that the term *kitāba* in Qur'ān 24:33 cannot originally have concerned manumission of slaves, but rather marriage of slaves.

two separate articles in the 1948 volume of *The Journal of Juristic Papyrology*, asserted that the papyrus had nothing to do with manumission. One might also add in support of this contention that it does not seem likely that Father Kyrin's son would have been reduced to slavery by Muslim captors, since the conquest of this region had not been a protracted one and by 687 this process was long completed. Moreover, Nessana had evidently capitulated and made a treaty protecting its citizens, for P. Nessana 77v states clearly that "the people of Nessana had the protection of God and of His messenger" (*dhimmat Allāh wa-dhimmat rasūlihi*).¹⁰

Repayment of debt

Westermann and Falenciak argue that P. Nessana 56 concerned a financial arrangement.¹¹ Father Kyrin must have received a loan of fifty solidi from al-Aswad or incurred a debt of fifty solidi to him, and had offered his son to remain with al-Aswad as surety and/or in lieu of interest; the son would very likely perform various tasks for him until such time as his father could pay back the money to release him. P. Nessana 56 was, they maintained, a document of *apolysis* (but not premature): it dissolved the restriction on the son's freedom of movement and the claims of al-Aswad or his heirs upon either of them.¹²

Again, like manumission, this paramonar arrangement was very widespread and could take many forms. Borrowing/indebted persons could enter into the arrangement themselves, as when, for example, a certain Barlaas, from a village in the vicinity of Dura Europos, in 121 CE, borrowed 400 drachmas from the *arabarch* Phraates, signing a contract saying that:

¹⁰ See my "The earliest attestation of the Dhimma of God."

¹¹ Westermann, "The *Paramone*," pp. 47-50; Falenciak, "Note: P. Colt Inv. Nr. 13,306."

¹² Westermann, "The *Paramone*," p. 35 n. 85, gives another possibility, found in the document BGU IV 1154, which records "the release (*apolysis*) of a son of the debtors, who was a free boy, from the application of a *paramone* arrangement", which "had arisen out of a foreclosure executed against the boy's labor because of non-payment of a loan made to his parents". The original arrangement was evidently a loan contract, and the *paramone* was only invoked in the case of default. This could be the context of P. Nessana 56, but we have no way to determine this; moreover, from the mid-sixth century CE this would have run afoul of Emperor Justinian's *Novella* 134.7, which forbids creditors "to detain children of debtors as pledges, or use them for servile labor or lease them out," a ruling that would seem to have continued into Islamic times (see my "Varieties of unfreedom").

“Instead of interest on the above money, Barlaas, staying with Phraates until the time of repayment, will perform for him the services of a slave (*parexetai autōi doulikas chreias*), doing everything which is ordered him” and “Phraates will supply him his daily food and clothing” (P. Dura 10).

It was also common that the borrower/indebted person left a member of their own household to provide the labor. This might be involuntary, as when, in fourth-century Dunhuang (in modern northwest China), a girl and her mother herded domestic animals for a Chinese creditor, because their male escort had run off leaving debts unpaid, and so they had to stay as surety until their father/husband sent the funds to pay the debt and release them.¹³ But it could also be voluntary, as when a woman who was a professional weaver in third-century Egypt agreed to do weaving and general housework for another woman to pay off a debt of three talents incurred by her father and “in lieu of the interest upon the principal sum”.¹⁴ And sometimes, when it was a child that was given, whether as surety or in lieu of interest, the arrangement could effectively be an apprenticeship so that, as well as the advance that the parents were paid, the child could receive training, and usually also food and clothing. In such arrangements the child generally stayed at the house of the creditor “remaining with him and performing every kind of work enjoined upon him”.¹⁵

Conclusion

The most common modern term to cover this sort of situation — pledging oneself or being pledged to provide labor in lieu of interest or in fulfilment of a debt for a period during which one’s liberty is curtailed — is debt bondage or bonded/indentured labor. It was prevalent in numerous cultures, and has remained so, as it fulfills an obvious need: letting those without assets borrow money or pay off debts by pledging the one thing that they do possess: their labor. It is not surprising, then, to find it in the early Islamic Middle East too, and I would argue that it is an arrangement of this type that we see in P. Nessana 56 rather than manumission.

¹³ Sims-Williams, “The Sogdian ancient letters,” no. 3.

¹⁴ Westermann, “The *Paramone*,” p. 28.

¹⁵ *Ibid.*, p. 36.

Appendix:

A new edition and translation of the Arabic text of P. Nessana 56

Kraemer included a transcription and translation of the Arabic portion of P. Nessana 56 and stated that this was supplied to him by Dr. Florence E. Day, of the Metropolitan Museum of Art in New York. Her edition is quite good, though she was unable to make any sense of line 4, which is indeed very difficult. I have managed to make some progress in understanding this line, but I should emphasize that my reading remains somewhat tentative. I have noted in my commentary below other places where I diverge from the reading of Dr. Day.

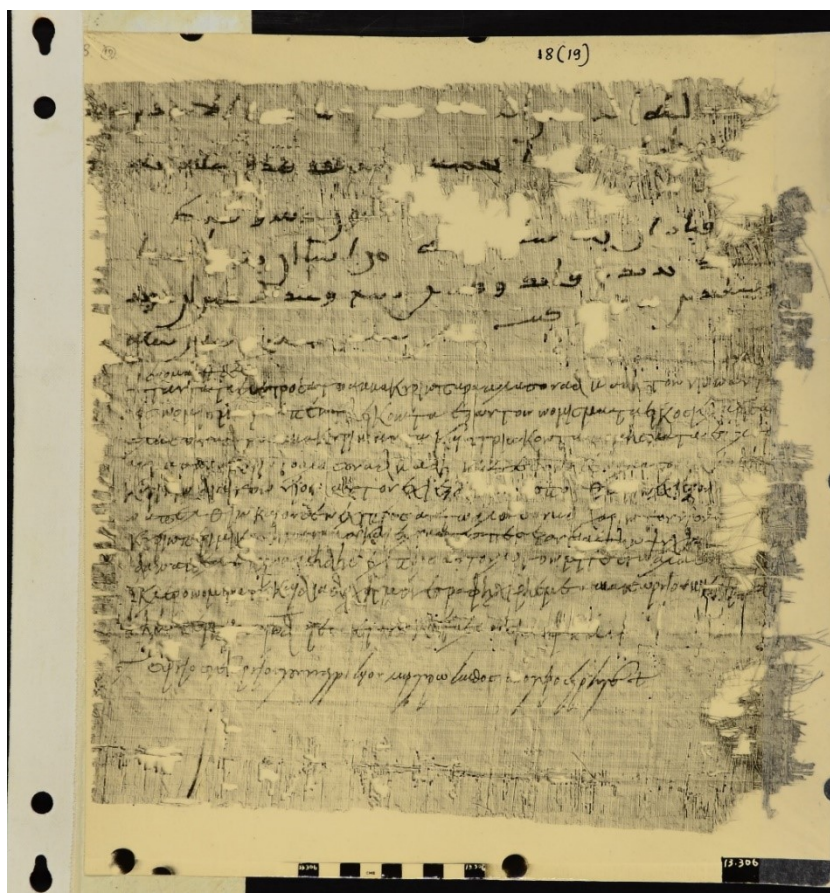


Fig. 1: Photograph (numbered 13306) of P. Nessana 56, taken in May 1936, before it was dispatched to London (British Museum) and then to New York

Edition

Color: light brown

Measurements: 35.4 x 34.9 cm

Preservation: good, though there are a number of lacunae, chiefly in the Arabic section¹⁶

Writing style: both the Greek and the Arabic are written in a practised hand across the fibres

1. [بسم] الله الر[حم]ن الر[حيم] هذا [ما] [رر] الاسود بن عدي
2. [] [ا] بخمسين [د] ينر فقد صدق عليه بع[شرين] د
3. [] [ثلاثون دينار وشرط
4. [بدون] قياد ان بنه سل[ط] عليه من اشيا ان ينر [د] ل [....]
5. [وشه] د يزید بن فايد و هيثم بن ربيع وعبد الرحمن بن عويذ
6. وسعيد بن [] كتب [] ان سن[ة] سبع [و] ستين سنة

Translation

1. [In the name] of God the Mer[cif]ul the Comp[assionate]. This is] what has con[firmed] al-Aswad b. ‘Adī
2. [] for fifty dinars, and he (al-Aswad) remits to him as charity tw[enty] d[inars]
3. [] thirty dinars. And he (al-Aswad) stipulated
4. [without] restriction that his (Kyrin’s) son is given auth[ority] over himsel[f], against any (constraining) things, to ro[am]
5. [And there bore wit]ness Yazīd b. Fā’id and Haytham b. Rabī‘ and ‘Abd al-Raḥmān b. ‘Uwaydh
6. and Sa‘īd b. []. There wrote/it was written [] in the year sixty-seven *smt*.

¹⁶ Lacunae are indicated in the edition and translation by means of square brackets. Where the missing letters/words are clear from the sense or from conventional usage I supply them. Where it is possible to estimate the number of letters missing, I indicate this by the use of dots; where this is not possible, I leave the space between the brackets blank.

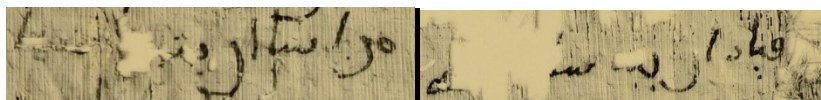
Commentary

Line 1: Parts of the *basmala* are missing, but enough remains to make its reading clear. The word *hādhā* is completely missing, but the following *mā*/"what" guarantees that we have here the standard formula: *hādhā mā.../*"this is what..." Dr. Day passed over the following word, but it seems to me that it begins with a *qāf*, making it very likely that we should read here *qarrara*, completing the common introductory phrase: *hādhā mā qarrara* PN/"this is what PN has confirmed". The first part of the PN is very clear: al-Aswad son of; the patronymic is a little distorted, but the Greek informs us that it is *Adī*, i.e. Arabic 'Adī, and that fits reasonably with the traces that are visible.

Line 2: A large lacuna in the papyrus means that a number of words are missing in the right-hand part of this line, of which only the tops of a few ascendant letters are visible. It concludes with a final *alif*, which Day took to be part of the word *mā*, but I see no clear evidence of a preceding *mīm*. The word following *bi-khamsīn* is faint, but is discernible as *dīnār* (with the medial *alif* omitted, as is standard in this period). Only the initial 'ayn of 'ishrīn is visible, but the reading seems sure from comparison with the Greek text. There appears to follow an initial *dāl*, likely belonging to the word *dīnār*, which presumably would have continued on to the next line.

Line 3: The large lacuna that obscures the beginning of line 2 affects line 3 too, but the rest of this line is very clear.

Line 4: This is an important line since it conveys the conditions of the agreement between al-Aswad and Father Kyrin, but, though certain words are clearly written, it is difficult to give a full reading with any confidence. The following suggestions are, therefore, tentative and intended to stimulate efforts towards a fuller and more reliable reading.



The first word is missing; the following word seems to contain the letters *f/q* — *y* — ' — *r/z*, and Day accordingly wrote *qiyār*. However, neither this nor any other combination of these letters yields any sensible interpretation (and Day did not offer a translation). I wonder, therefore, if the scribe was a

little careless with the final letter and it was meant to be a *dāl* (it is actually very similar to the *dhāl* of ‘Uwaydh at the end of line 5). This would allow us to read *qiyād*/“restriction” and would make it likely that the whole phrase is something like *bi-dūn qiyād*/“without restriction”. This would suit very well the general tenor of the Greek text, which speaks of al-Aswad’s consent to grant to Father Kyrin and his son a guarantee of unfettered movement.

The rest of this line conveys the terms of the agreement that al-Aswad has signed up to and condenses lines 6-10 of the Greek part of the papyrus, which stress at length that Father Kyrin and his son are now freed of any restriction upon them or claim against them, into just eight-ten words. Whereas the Greek text refers to both Kyrin and his son, the Arabic would appear to specify only “his son”, written *bnh* (presumably *binhu*). There follow the letters *sīn-lām*, then a lacuna, and then a final *hā*; there are many possible readings, though Day refrains from offering one. However, taking my cue from the use three times in the Greek of the word *exousia*/“authority”, I propose to read here *sulliṭa ‘alayhi*/“he has been given authority over himself”. This corresponds to the phrase in line 8 of the Greek text: “the son himself has authority over his own life” (*psychēn autou*); if one wanted to make the Arabic closer to the Greek, one could read *sulliṭa ‘alā nafsihi*, but the lacuna is perhaps too small to accommodate this.

The following phrase appears to read: *man ashā’a an*. Day translates this as “whoever wishes that”. However, the verb *ashā’a* here is not first form, “to wish”, but fourth form, which means “he, or it, compelled him, or necessitated him” to (do) something.¹⁷ If we take the initial *man*/“whoever” to be equivalent to, or to be a mistake for, *mi-man*/“from whomsoever” (contraction of *min-man*), then we might understand the phrase to mean that Kyrin’s son has been given authority over himself “against (lit. away from) anyone who compels him to” (do something he does not want to do). However, it is perhaps simpler to read *min ashyā’a* (assuming that a tooth of the *shīn* is missing or very small) rather than *man ashā’a*, and take it to indicate a general expression indicating that Kyrin’s son has been given authority over himself “from/against things/anything” (that might limit his freedom of movement/action). One might take this to be a loose rendering of the statement in the Greek that “no man has any claim against him”.

¹⁷ Lane, *Lexicon*, s.v. “ashā’a”; Kazimirsky, *Dictionnaire*, also says *ashā’a* = forcer qn à.

The final clause of the agreement, introduced by *an* + verb, either depends upon *ashā'a*, then specifying what anyone might compel Kyrin's son to do, or upon *sullīṭa* 'alayhi, then specifying what Kyrin's son is empowered to do. The first letter of this verb is clearly a *yā'*; the second letter seems to have one or two dots over it, so would then be a *tā'* or a *nūn*; the third letter looks like *r/z*, which is followed by a lacuna and an ascendant letter (probably *alif* or *lām*), which may be the last letter of the verb or be part of a separate short word like *mā*/"what" or *lahu*/"to him". If we take the verb to be dependent upon *sullīṭa* 'alayhi, which I think is more plausible, then we might think of a verb like *yatarahḥal*/"roam", the whole sentence being: "his son has been given authority over himself, against/from (all constraining) things, to roam..." This would then be a reasonable summary of the Greek sentence: "The son has authority over his own life wherever he goes in that no man...has any claim against him". The last word of the line is not at all clear, except for the final *alif*, which may well be the indefinite accusative ending of an adverb. There is a hint of an open 'ayn before the *alif*, and I wondered about reading *shar'īyan*/"lawfully", but the letter traces are so faint that any suggestion can only be conjecture.

Line 5: The first word, given that it is followed by a list of names, must be *shahida*/"bear witness" (the final *dāl* is visible). The name of the first witness is clearly Yazīd b. Fā'id. The initial letter of the second witness' name is *hā'*, and Day simply gives this name as H... However, one can also make out that the final letter is circular without any ascending or descending parts, and so a *mīm* is likely; there are also no ascending or descending parts to the medial letter(s). This limits the number of possible names; most plausible to my mind is Haytham, though Hishām is also possible, assuming that the medial *alif* has been omitted. The patronymic of the second witness is patently Rabī'. Day reads the name of the third witness as 'Abd al-Raḥmān b. 'Uwaydh, which is feasible, though the *hā'* and *mīm* of al-Raḥmān are a little unclear. One could also read the patronymic as 'Awīdh, as occurs in the Greek text of P. Nessana 24 (line 3: Thomas Aouidou).

Line 6: Day reads the name of the fourth witness as Saʿīd b. ʿAbd Allāh; the first name is complete and very legible, as is the following *bin*/"son of", but the patronymic by contrast is mostly effaced:



Day does not explain how she arrived at her reading, but possibly she saw that the patronymic seemed to consist of two elements separated by a space and reasoned that ʿAbd Allāh was the most common name to fit that format.

After the list of witnesses comes the verb *kataba*/"he wrote" or *kutiba*/"it was written", which is very clear. There then follows a lacuna, which Day takes to end in a *nūn*. Naïm Vanthieghem reads *rajab min*, i.e. (in the month of) Rajab from (the year), which is certainly plausible both in terms of spacing and of what one would expect.¹⁸ The only problem is that online calendar converters say that 18/01/687 (which is what the date in the Greek part equates to) corresponds to 27 Jumādā al-Thānī, but it may be that the change to the lunar month of Rajab was made a little early that year. Otherwise one could assume that the name of the scribe is given here, but given that all we have is a final *nūn* there is no way to determine this.

Next the year in the Hijrī calendar is given, which concludes the Arabic part of the contract:



Day read this as: *san[at] sabʿ wa-sittīn salām* and translates it as "year 67 salām". Despite the lacuna at its end, the word *sanat* is reasonably clear, as are the numerals seven and sixty; between the latter is presumably a *waw*/"and", as Day assumes, though it is lost in a small lacuna in the papyrus.

¹⁸ In M. Tillier and N. Vanthieghem, "Recording debts in Sufyānid Fuṣṭāṭ: a reexamination of the procedures and calendar in use in the first/seventh century," in John Tolan, ed. *Geneses: a comparative study of the historiographies of the rise of Christianity, Rabbinic Judaism and Islam* (London, 2019), n. 14.

This reading also receives corroboration from the fact that 67 in the Hijri era corresponds to year 581 in the era of Elusa (the same as the era of the province of Arabia), i.e. 686-87 CE, and indiction 15, both of which are adduced in the Greek section of the document. However, the last word of this section is not *salām*, as proposed by Day, but rather is very clearly a beautifully executed *snt*. But why is this word repeated? Two suggestions have been advanced. First, it has been read not as *sanat*, but as the homograph *sunnat*, and understood as a validating phrase meaning something like “in accordance with normative practice”.¹⁹ Second, it has been interpreted as an abbreviation for the phrase *sanat qaḍāʾ al-muʾminīn* / “year of the decree/reckoning of the believers”.²⁰ The fact that instances of this dating formula occur in the context of debts, which is plausibly the context of P. Nessana 56, lends this interpretation some weight, but it is in the end conjectural. Perhaps rather than placing such a heavy significance on the final word, it would be simpler to read it as a tautological expression, either *sanat sabʿ wa-sittīn sanatin*, “the year (that is) sixty-seven years” or *sanat sabʿ wa-sittīn sanatan* / “the year sixty-seven as to the year”.

BIBLIOGRAPHY

Bruning, “A legal Sunna in *Dhikr Ḥaqq*s”

Bruning, Jelle. “A legal Sunna in *Dhikr Ḥaqq*s from Sufyanid Egypt.” *Islamic Law and Society* 22 (2015): 368-373.

Crone, *Roman, Provincial and Islamic law*

Crone, Patricia. *Roman, Provincial and Islamic law*. Cambridge, 1987.

Falenciak, “Note: P. Colt Inv. Nr. 13,306”

Falenciak, Jerzy. “Note: P. Colt Inv. Nr. 13,306 — release from *paramonē*.” *The Journal of Juristic Papyrology* 2 (1948): 75-79.

¹⁹ Bruning, “A legal Sunna in *Dhikr Ḥaqq*s,” who mentions P. Nessana 56 in this connection on p. 354. This interpretation was supported by E. Garosi, “An early Islamic validity cause,” Unpublished paper presented at the 7th International Society of Arabic Papyrology (Berlin, 2018).

²⁰ See Tillier and Vanthieghem, “Recording debts,” p. 154 and n. 14. They opt to translate *qaḍāʾ* here as decree or power or “decreed victory”, seeing the phrase as connected with the authority of the new rulers, whereas Shaddel, “The year according to the reckoning of the believers,” pp. 291-311, prefers “reckoning”, regarding the phrase as a simple dating formula.

Garosi, "An early Islamic validity cause"

Garosi, Eugenio. "An early Islamic validity cause: P. Ness. 56 revisited." Unpublished paper presented at the 7th International Society of Arabic Papyrology. Berlin, 2018.

Hoyland, "The earliest attestation of the Dhimma of God"

Hoyland, Robert G. "The earliest attestation of the Dhimma of God and his messenger and the rediscovery of P. Nessana 77 (AH 60s/AD 680)." In B. Sadeghi *et al.*, eds. *Islamic cultures, Islamic contexts. Essays in honor of Professor Patricia Crone*. Leiden, 2015, pp. 51-71.

Hoyland, "Varieties of unfreedom"

Hoyland, Robert G. "Varieties of unfreedom in Late Antiquity and early Islam: debt, dependency and Islamic law." In E. Hayes and P. Sijpesteijn, *The ties that bind*. Leiden, forthcoming.

Justinian, *Novellae*

Justinian (emperor). *Novellae*. Fred H. Blume, tr. Published posthumously online by Timothy Kearley at <http://www.uwyo.edu/lawlib/justinian-novels/>, accessed 4/23/2020.

Kennedy, "Syrian elites"

Kennedy, Hugh. "Syrian elites from Byzantium to Islam." In J. Haldon, ed. *Money, power and politics in early Islamic Syria*. Farnham, 2010, pp. 181-200.

Kraemer, *Excavations at Nessana III*

Kraemer, Casper *Excavations at Nessana III: the non-literary papyri*. Princeton, 1958.

Lammens, *Etudes*

Lammens, Henri. *Etudes sur le règne du calife omayyade Mo'âwia I*. Beirut, 1906.

Lane, *Lexicon*

Lane, Edward W. *Arabic-English lexicon*. London, 1863.

Kazimirsky, *Dictionnaire*

Kazimirsky, Albert. *Dictionnaire arabe-français*. Paris, 1860.

Ruffini, "Village life"

Ruffini, Giovanni. "Village life and family power in late antique Nessana." *Transactions of the American Philological Association* 141 (2011): 201-225.

Schwabe, "Writ of manumission"

Schwabe, Moshe. "Writ of manumission among papyri in 'Auja el-Hafir in southern Palestine." In F.I. Baer *et al.*, eds. *Magnes anniversary book*. Jerusalem, 1938, pp. 224-235 (in Hebrew).

Shaddel, "The year according to the reckoning of the believers"

Shaddel, Mehdy. "The year according to the reckoning of the believers." *Der Islam* 95 (2018): 291-311.

Sims-Williams, "The Sogdian ancient letters"

Sims-Williams, Nicholas. "The Sogdian ancient letters." Translation of nos. 1-5,
<https://depts.washington.edu/silkroad/texts/sogdlet.html>,
accessed 4/23/2020.

Tillier and Vanthieghem, "Recording debts"

Tillier, Mathieu and Naïm Vanthieghem. "Recording debts in Sufyānid Fustāṭ: a reexamination of the procedures and calendar in use in the first/seventh century." In J. Tolan, ed. *Geneses: a comparative study of the historiographies of the rise of Christianity, Rabbinic Judaism and Islam*. London, 2019, pp. 148-188.

Westermann, "The *Paramone*"

Westermann, William L. "The *Paramone* as a general service contract." *The Journal of Juristic Papyrology* 2 (1948): 9-50.